

PART I - SECTION H
SPECIAL CONTRACT REQUIREMENTS

H.1 Relationship Between Government, Contractor and Contractor Personnel

- a. The Government and the contractor understand and agree that the services to be delivered under this contract by the contractor to the Government are non-personal services and the parties recognize and agree that no employer-employee or master-servant relationship exist or will exist under the contract between the Government and the contractor and/or between the Government and the contractor's personnel. The contractor personnel shall be responsible, not to the Government, but solely to the contractor, who in turn, shall be accountable to the Government.
- b. The Government will not exercise any direct or continuing supervision or control over the contractor personnel performing services under this contract. Contractor personnel shall not be placed under the supervision, direction, or evaluation of a Federal officer, manager, or employee in connection with performance under this contract. Likewise, contractor personnel shall not be placed in a position of supervision, administration, or evaluation over WJHTC civilian personnel, or personnel of other prime contractors, or become an integrated part of the Government organization in connection with performance under this contractor, nor shall contractor personnel be used in administration or supervision of FAA procurement activities.
- c. The contractor is responsible for selecting personnel who are well qualified to perform the required services, for supervising techniques used in their work and for keeping them informed of all improvements, changes, and methods of operation.
- d. Rules, regulations, directives and requirements which are issued during the contract during the contract term by William J. Hughes Technical Center authorities, under their responsibility for law and order, administration, and security on the installation shall be applicable to all contractor personnel or representatives who enter the installation, or who travel on Government transportation. This requirement shall not be construed or interpreted to establish any degree of Government control that is inconsistent with the intent of a non-personal services contract. Contractor personnel or representatives shall be subject to such checks as may be deemed necessary to assure that their presence on the Center or airport property does not violate these requirements. No employees will be permitted on this property when such a check reveals that the employee presence would be detrimental to the security of the Center or airport. When directed by the Contracting Officer, the contractor shall remove any employee from an assignment to perform services under this contract for reasons of misconduct or breach of security in connection with his or her employment. Under such circumstances, replacement cost will be a contractor expense and will not be reimbursable by the Government. In other instances, the contractor shall take appropriate personnel action as required in the event of employee misconduct in connection with his or her employment.
- e. The services to be performed under this contract shall not require the contractor or his/her employees to exercise personal judgment and discretion on behalf of the Government, but rather,

the contractor's employees shall act and exercise personal judgment and discretion on behalf of the contractor.

f. Contractor and contractor personnel shall not be considered employees of the Federal Government and shall not be eligible, by virtue of performance under this contract, for payment by the Government of entitlement and benefits accorded to Federal employees.

g. Any change in subcontractor support shall be coordinated with the CO and the COTR prior to implementation.

H.2 Organizational Conflicts of Interest

(a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances that could give rise to an organizational conflict of interest (OCI) or that the Contractor has disclosed all such relevant information.

(b) The Contractor agrees that if an actual or potential OCI is discovered after award, the Contractor shall make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions that the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict.

(c) The Contracting Officer may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an OCI. If the Contractor was aware of a potential OCI prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(d) The Contractor must include this clause in all subcontracts and in lower tier subcontracts unless a waiver is requested from, and granted by, the Contracting Officer.

(e) In the event that a contract is issued to the Contractor requiring activity that would create a potential conflict of interest, the Contractor shall:

- (1) Notify the Contracting Officer of a potential conflict, and;
- (2) Recommend to the Government an alternate tasking approach which would avoid the potential conflict, or
- (3) Present for approval a conflict of interest mitigation plan that will:
 - a. Describe in detail the requirement that creates the potential conflict of interest; and
 - b. Outline in detail the actions to be taken by the Contractor or the Government in the performance of the task to mitigate the conflict, division of subcontractor effort, and limited access to information, or other acceptable means.

(4) The Contractor must not commence work on a requirement related to a potential conflict of interest until specifically notified by the Contracting Officer to proceed.

(5) If the Contracting Officer determines that it is in the best interest of the Government to issue a requirement, notwithstanding a conflict of interest, a request for waiver shall be submitted in accordance with AMS 3.1.7.

H.3 Contractor Responsibilities

(a) The Contractor must provide all management, administrative, clerical, and supervisory functions required for the effective and efficient performance of this contract.

(b) The Contractor must save and hold harmless and indemnify the Government against any and all liability, claims, and costs of whatever kind and nature for injury to or death of any person or persons and for loss or damage to any property occurring in connection with, or in any way incident to, or arising out of, the occupancy, use, service, operations, or performance of work under the terms of this contract, to the extent resulting from the negligent acts or omissions of the Contractor.

(c) The Government will not be liable for any injury to the Contractor's personnel or damage to the Contractor's property unless such injury or damage is due to negligence on the part of the Government and is recoverable under the Federal Torts Claims Act, or pursuant to another Federal statutory authority.

(d) A smooth and orderly transition between the Contractor and a predecessor or successor Contractor is necessary to ensure minimum disruption to vital Government business. The Contractor must cooperate fully in the transition.

(e) The Contractor must adhere to the same professional and ethical standards of conduct required of Government personnel. The Contractor must not:

(1) Discuss with unauthorized persons any information obtained in the performance of work under this contract;

(2) Conduct business not directly related to this contract on Government premises;

(3) Use computer systems and/or other Government facilities for company or personal business other than work related to the contract requirement; or

(4) Recruit on Government premises or otherwise act to disrupt official Government business.

H.4 Contractor Staff Training

The contractor will provide fully trained and experienced technical personnel required for the performance of all terms and conditions outlined in the SOW and/or Contract. This includes training necessary for keeping personnel abreast of industry advances and for maintaining proficiency on equipment, computers, applications that are available on the commercial market. The Contractor, at its own expense, shall provide all training of personnel required for successful performance of contract.

H.5 Section 508 Requirements

Section 508 of the Rehabilitation Act Amendments of 1998 applies to the development, procurement, maintenance, or use of electronic and information technology (EIT). In the performance of the work effort for this contract, contractor shall be in compliance with referenced Act.